

## BOARD OF COUNTY COMMISSIONERS

Lee Hearn, Chairman  
Edward Gibbons, Vice Chairman  
Eric K. Maxwell  
Charles W. Oddo  
Charles D. Rousseau



## FAYETTE COUNTY, GEORGIA

Steve Rapson, County Administrator  
Dennis A. Davenport, County Attorney  
Tameca P. Smith, County Clerk  
Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
Public Meeting Room  
Fayetteville, GA 30214

## AGENDA

April 14, 2022

5:00 p.m.

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Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

Call to Order

Invocation and Pledge of Allegiance by Chairman Lee Hearn

Acceptance of Agenda

### PROCLAMATION/RECOGNITION:

### PUBLIC HEARING:

### PUBLIC COMMENT:

*Speakers will be given a five (5) minute maximum time limit to speak before the Board of Commissioners about various topics, issues, and concerns. Speakers must direct comments to the Board. Responses are reserved at the discretion of the Board.*

### CONSENT AGENDA:

1. Approval of the March 24, 2022 Board of Commissioners Meeting Minutes. (pages 3-8)

### OLD BUSINESS:

### NEW BUSINESS:

2. Consideration of staff's recommendation to approve Bid No. 2086-A, Kedron Dam Fabriform Repairs, to the Helix Group in the amount of \$86,159.60 to repair degraded concrete that reinforces the integrity of Kedron Dam. (pages 9-13)
3. Consideration of staff's recommendation to approve TO 22-11 to review the existing SCADA (Supervisory Control and Data Acquisition) system and to identify SCADA system improvements at both Crosstown and South Fayette Water Treatment Plants for a not-to-exceed amount of \$141,720. (pages 14-29)
4. Consideration of staff's recommendation to enter into an Intergovernmental Agreement between Fayette County and the Coweta County Water and Sewerage Authority to supply potable water to residents and businesses within Coweta County and to provide one-half the actual costs towards boring under Line Creek at Hwy 54, not to exceed \$425,000. (pages 30-37)

### ADMINISTRATOR'S REPORTS:

### ATTORNEY'S REPORTS:

**COMMISSIONERS' REPORTS:**

**EXECUTIVE SESSION:**

**ADJOURNMENT:**

**BOARD OF COUNTY COMMISSIONERS**

Lee Hearn, Chairman  
 Edward Gibbons, Vice Chairman  
 Eric K. Maxwell  
 Charles W. Oddo  
 Charles D. Rousseau

Consent #1

**FAYETTE COUNTY, GEORGIA**

Steve Rapson, County Administrator  
 Dennis A. Davenport, County Attorney  
 Tameca P. Smith, County Clerk  
 Marlena Edwards, Chief Deputy County Clerk

140 Stonewall Avenue West  
 Public Meeting Room  
 Fayetteville, GA 30214

**MINUTES**

March 24, 2022

5:00 p.m.

Welcome to the meeting of your Fayette County Board of Commissioners. Your participation in County government is appreciated. All regularly scheduled Board meetings are open to the public and are held on the 2<sup>nd</sup> and 4<sup>th</sup> Thursday of each month at 5:00 p.m.

**Call to Order**

Chairman Lee Hearn called the March 24, 2022 Board of Commissioners meeting to order at 5:00 p.m. A quorum of the Board was present.

**Invocation and Pledge of Allegiance by Commissioner Charles Oddo**

Commissioner Charles Oddo offered the Invocation and led the Board and audience in the Pledge of Allegiance.

**Acceptance of Agenda**

Commissioner Oddo moved to accept the agenda as written. Vice Chairman Edward Gibbons seconded. The motion passed 5-0.

**PROCLAMATION/RECOGNITION:**

1. **Recognition of Fayette County Fire & Emergency Services 2021 Officer of the Year, Lt. Jason Anderson; awarded by the local Veterans of Foreign Wars (VFW).**

Larry Dale with the local chapter of the Veterans of Foreign Wars (VFW) presented the Fire & Emergency Services 2021 Fire Officer of the Year to Lieutenant Jason Anderson. Mr. Dale stated that Lt. Anderson was nominated to the state-level public safety employee of the year based on nominations from his peers and noted his numerous accomplishments. Mr. Dale added that Lt. Anderson's leadership was paramount to the successful operations of emergency response to the citizens of Fayette County.

Lt. Anderson thanked, both the Veterans of Foreign Wars (VFW) and the Board of Commissioners for the recognition.

**PUBLIC HEARING:** None**PUBLIC COMMENT:**

Roy Bishop of Fayetteville expressed his concerns about a water leak on his property near his water meter. Mr. Bishop stated that a technician had come out to look at the issue to determine what was wrong, however the work order had to go through the process before the issue could be fixed. Mr. Bishop suggested having a plumber on contract to mitigate lost time, loss of water and money, and to quickly fix customer's issues.

**CONSENT AGENDA:**

Vice Chairman Gibbons moved to accept the Consent Agenda as written. Commissioner Oddo seconded. The motion passed 5-0.

2. **Approval of staff's request to sale surplus ambulance, Fleet #23079 County ID #24602, a 2009 Chevrolet 4500 Ambulance, to the City of Fayetteville for purposes of use by the Fayetteville Police Department, at a price of \$6,500.00 paid to Fayette County, and for the funds to be allocated to fund 61030600.**
3. **Approval of staff's request to award Contract #2054-P to EMS Management & Consultants, Inc. for Fire & Emergency Services (EMS) billing services for the proposed price of 3.25% net EMS receipts.**
4. **Approval of the March 10, 2022 Board of Commissioners Meeting Minutes.**

**OLD BUSINESS:**

**NEW BUSINESS:**

5. **Consideration of staff's recommendation to award Bid #2050-B LMIG Resurfacing FY22 to Piedmont Paving, Inc. in the amount of \$1,127,188.24.**

Road Director Steve Hoffman stated that this item was seeking Board approval to award Bid #2050-B LMIG Resurfacing FY22 to Piedmont Paving, Inc. in the amount of \$1,127,188.24.

Chairman Hearn asked if Piedmont Paving, Inc. was a contractor the County had worked with before and felt confident in their workmanship.

Mr. Hoffman stated yes, Piedmont Paving, Inc. had performed several resurfacing and drainage projects for the County in the past.

Commissioner Oddo moved to approve Bid #2050-B LMIG Resurfacing FY22 to Piedmont Paving, Inc. in the amount of \$1,127,188.24. Vice Chairman Gibbons seconded. The motion passed 5-0.

6. **Consideration of staff's request to award engineering and design services for Contract #1981-Q to Practical Design Partners (PDP) for the Realignment of SR 279 at Corinth Road and approval of Task Order #1 for a not-to-exceed amount of \$135,528.91.**

Public Works Director Phill Mallon stated that this project was a federal aid project that would realign State Route 279 with Corinth Road along the State Route 85 corridor. Mr. Mallon stated that this project would include displacements and intersection changes to both commercial and existing roads. This was a project that was identified about five years ago, and the County had been very deliberate in seeking federal funds throughout the process, and in developing a scoping study. He continued that the results of the scoping study allowed for funding of this project to be initiated. Mr. Mallon stated that he had worked closely with the Purchasing Department for almost six months going through the procurement process as required by Georgia Department of Transportation and the Federal Highway Administration. He stated that before the Board was staff's recommendation to award engineering and design services for Contract #1981-Q to Practical Design Partners (PDP). This award would be a multi-phase project specific award which means bidders would be identified through a qualifications-based process as the best fit for the project, with the design being divided up into various tasks with a negotiated fee for each task order. Mr. Mallon specified that before the Board was both, to award engineering and design services for Contract #1981-Q to Practical Design Partners (PDP) for the Realignment of SR 279 at Corinth Road, and approval of Task Order #1 for a not-to-exceed amount of \$135,528.91, which would be used to attain the baseline data, specifically, traffic data and analysis.

Vice Chairman Gibbons moved to approve request to award engineering and design services for Contract #1981-Q to Practical Design Partners (PDP) for the Realignment of SR 279 at Corinth Road and approval of Task Order #1 for a not-to-exceed amount of \$135,528.91. Commissioner Oddo seconded.

Vice Chairman Gibbons asked how many phases the project would include.

Mr. Mallon stated that he did not know but was thinking about three phases. He added that input received during the first phase would dictate the scope of the second phase.

Chairman Hearn asked where Practical Design Partners (PDP) was based.

Mr. Mallon stated that the company was in Tucker, Georgia.

Chairman Hearn also asked if the County had done a thorough check of their credentials and felt confident in their ability to perform adequately.

Mr. Mallon stated that it was a very extensive process to go through and their qualifications were very impressive.

Commissioner Eric Maxwell thanked Mr. Mallon for the extensiveness of the study that was performed. He stated that he had been very vocal in wanting all alternative design options reviewed and considered because the County would have to go through some houses as a part of this project. He stated that he did feel this was the best design available. He noted that he was not familiar with the vendor but relied on the expertise of Mr. Mallon and the lead engineer. Commissioner Maxwell stated that this project had been a long time in the making and he was happy to see it progressing and hoped this would work and fix the issues at that corridor. He stated that he had hoped the original intersection could be used but realized that was not feasible due to the number of commercial properties stationed there.

Mr. Mallon stated that there would be another official public outreach component which would be a part of a Task Order. As a result, the Board would see this project several times in the future as the project developed.

Commissioner Maxwell noted that he and Chairman Hearn had been a part of the process of having to go through a resident's home, and it was one of the hardest decisions he had to make as a commissioner.

County Administrator Steve Rapson stated that this project was a qualifications-based procurement, with this being phase one. With that in mind, he advised the Board that the design cost would increase to \$1M. The incoming task orders received would be expected and were task driven.

Commissioner Charles Rousseau stated that he appreciated Mr. Mallon stating that there would continue to be outreach in the community as the project developed. He asked if Mr. Mallon could provide him with a copy of the concept map. He stated that he could use a tool in conversation with citizens and residents in the community. He reiterated Commissioner Maxwell's sentiments regarding the sensitivity of the eminent domain process. Commissioner Rousseau stated that he agreed this was the best solution in the most difficult circumstances.

Mr. Mallon stated that the main objective of this item was to collect very detailed traffic data, all turning movements existing and proposed, in turn analyzing and developing three options. He suggested working through this current task order and once the data analysis was received, the updated concept map would be a better depiction to disseminate to the public.

Commissioner Rousseau stated that he would defer to his judgement and recommendation but noted that it would be best to provide citizens and residents as much information as soon as possible that the project is under way.

He continued that he was aware that the County had applied for matching grant funds for this project and asked for a status update on that application.

Mr. Mallon stated that this project had already been awarded twice for scoping which had been completed, and the County received seed money to begin the current phase of the project. He added that this past fall the Board authorized staff to apply for additional funding, which he hoped would be the full \$1M. Mr. Mallon stated that he should be receiving unofficial result from that application around April.

Vice Chairman Gibbons moved to approve request to award engineering and design services for Contract #1981-Q to Practical Design Partners (PDP) for the Realignment of SR 279 at Corinth Road and approval of Task Order #1 for a not-to-exceed amount of \$135,528.91. Commissioner Oddo seconded. The motion passed 5-0.

**7. Consideration of staff's recommendation to enter into a contract agreement between Fayette County and Georgia Department of Transportation (GDOT) to supply all construction engineering and contract supervision for water distribution line adjustments and improvements on State Route 85 from State Route 279 in Fayette County to the county line, for a not-to-exceed amount of \$125,906.42.**

Water System Director Vanessa Tigert stated that the agreement before the Board would allow Georgia Department of Transportation (GDOT) to supply their own contractor to perform the work of moving and reinstalling a water distribution line on State Route 85 from State Route 279 in Fayette County to the county line for a not-to-exceed amount of \$125,906.42.

Vice Chairman Gibbons moved to approve to enter into a contract agreement between Fayette County and Georgia Department of Transportation (GDOT) to supply all construction engineering and contract supervision for water distribution line adjustments and improvements on State Route 85 from State Route 279 in Fayette County to the county line, for a not-to-exceed amount of \$125,906.42. Commissioner Oddo seconded.

Vice Chairman Gibbons asked as clarification if essentially this project was the County paying the State's preferred vendor to perform the work.

Ms. Tigert stated that was correct.

Commissioner Oddo asked if this project was the result of the widening project.

Ms. Tigert stated, "yes".

Chairman Hearn asked if the cost seemed reasonable and fair in relation to the linear feet required for the project.

Ms. Tigert stated she felt it was. She continued that she had applied for aid because this was a GDOT project and not a county project, but it was denied.

Vice Chairman Gibbons moved to approve to enter into a contract agreement between Fayette County and Georgia Department of Transportation (GDOT) to supply all construction engineering and contract supervision for water distribution line adjustments and improvements on State Route 85 from State Route 279 in Fayette County to the county line, for a not-to-exceed amount of \$125,906.42. Commissioner Oddo seconded. The motion passed 5-0.

**8. Consideration of staff's recommendation to enter into a revised Local Option Sales Tax (LOST) Certificate of Distribution for years 2023 through 2032.**

Mr. Rapson stated that before the Board was the revised Local Option Sales Tax (LOST) Certificate of Distribution for years 2023 through 2032. He stated that State law required that the Local Option Sales Tax be renegotiated two-years after census data was received. The renegotiations had to begin by July 1, 2022. He added that negotiations were performed, and the corresponding distribution lists had been signed by each municipality.

Chairman Hearn asked if the distributions were the same as previous years.

Mr. Rapson stated that there were two distributions. The first was 48.5% that was for the County which remained the same. With the second distribution, the cities chose to use population, which was a little different than previous years, but in essence it was all based on population.

Vice Chairman Gibbons asked how many other counties had already completed this requirement.

Mr. Rapson stated, "none". He stated that not all counties had a Local Option Sales Tax (LOST) thus would not perform negotiations but added that for counties that did they were very envious of Fayette County in having completed this process.

Vice Chairman Gibbons expressed his appreciation to Mr. Rapson and staff in getting this completed.

Chairman Hearn extended kudos to the team for a job well done.

Commissioner Oddo extended a thank you the cities as well for their assistance and cooperation.

Vice Chairman Gibbons moved to approve to enter into a revised Local Option Sales Tax (LOST) Certificate of Distribution for years 2023 through 2032. Commissioner Oddo seconded. The motion passed 5-0.

#### **ADMINISTRATOR'S REPORTS:**

##### **Roy Bishop comments**

Mr. Rapson stated in response to Mr. Bishop's comments that Mr. James Munster would be onsite in the morning to determine what the issue was and who was responsible to fix it.

##### **Hot Projects**

County Administrator Steve Rapson advised that an updated "Hot Projects" listing was sent out via email to the Board to keep them abreast of the status of various projects throughout the county. He highlighted the Brogdon Road and New Hope Road roundabout, Silverleaf Drive culvert replacement Patricia Lane culvert replacement, and the Pleasant Hill culvert replacement.

##### **Local Legislation**

Mr. Rapson stated that local legislation HB 1595 and HB 1596 had dropped in reference to the State portion of what the County request legislatively. The Probate Court portion of the County's request was still pending.

#### **ATTORNEY'S REPORTS:**

**Notice of Executive Session:** County Attorney Dennis Davenport stated that there was one item for Executive Session. One item involving threatened litigation.

#### **COMMISSIONERS' REPORTS:**

##### **Commissioner Rousseau**

Commissioner Rousseau recognized Pastor Randy Wood on his retirement from Liberty Baptist Church. He added that Liberty Baptist Church was one of the top voting precincts in the County and was involved in community outreach, feeding the hungry, assisting with housing and much more. He extended his appreciation to Pastor Wood for his diligence, faithfulness, and leadership.

##### **Commissioner Maxwell**

Commissioner Maxwell stated that last week both Vice Chairman Gibbons and Commissioner Rousseau went through the qualifying process unopposed. He continued that it should not be overlooked or taken for granted that they went unopposed because it was a good indicator of their hard work. Commissioner Maxwell stated that he thought the world of both commissioners and enjoyed working with each of them. He expressed his congratulation.

**Commissioner Rousseau**

Commissioner Rousseau thanked Commissioner Maxwell for his kind sentiments. He added that he did not take for granted those who had placed their confidence in him or in the Board as a whole. He expressed his appreciation to the Board and staff and stated that he looked forward to serving an additional four years.

**Vice Chairman Gibbons**

Vice Chairman Gibbons echoed Commissioner Rousseau's comments and thanked Commissioner Maxwell for his kind words. He also thanked the citizens of Peachtree City and those in his district who voted for him and decided he was worthy of serving another four years.

**Chairman Hearn**

Chairman Hearn thanked Mr. Mallon and Mr. Hoffman for the improvements made near Goza Road. He added that he felt it was a much safer intersection as a result of the improvements put in place. Chairman Hearn excitedly acknowledged that Friday, March 25<sup>th</sup>, he and his wife would be celebrating their 45<sup>th</sup> wedding anniversary. He added that anyone that had managed to put up with him for forty-five years was a saint.

**EXECUTIVE SESSION:**

**One item involving threatened litigation.** Commissioner Oddo moved to go into Executive Session. Commissioner Rousseau seconded. The motion passed 5-0.

The Board recessed into Executive Session at 5:33 p.m. and returned to Official Session at 5:59 p.m.

**Return to Official Session and Approval to Sign the Executive Session Affidavit:** Vice Chairman Gibbons moved to return to Official Session and for the Chairman to sign the Executive Session Affidavit. Commissioner Oddo seconded the motion. The motion passed 5-0.

**ADJOURNMENT:**

Commissioner Oddo moved to adjourn the March 24, 2022 Board of Commissioners meeting. Chairman Hearn seconded the motion. The motion passed 5-0.

The March 24, 2022 Board of Commissioners meeting adjourned at 5:59 p.m.

\_\_\_\_\_  
Marlena M. Edwards, Chief Deputy County Clerk

\_\_\_\_\_  
Lee Hearn, Chairman

The foregoing minutes were duly approved at an official meeting of the Board of Commissioners of Fayette County, Georgia, held on the 14<sup>th</sup> day of April 2022. Attachments are available upon request at the County Clerk's Office.

\_\_\_\_\_  
Marlena Edwards, Chief Deputy County Clerk



# COUNTY AGENDA REQUEST

Page 9 of 37

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of staff's recommendation to approve Bid No. 2086-A, Kedron Dam Fabriform Repairs, to the Helix Group in the amount of \$86,159.60 to repair degraded concrete that reinforces the integrity of Kedron Dam.

## Background/History/Details:

Lake Kedron Dam is a Category 1 earthen embankment dam located in Peachtree City. Construction of the dam was completed in 1987 for the Fayette County Water System with the primary purpose to serve as a drinking water source. The existing downstream fabriform (fabriformed concrete system for soil erosion control) along the south side of Kedron Lake Dam has deteriorated.

To prevent further deterioration the fabriform must be removed and replaced. Georgia EPD safe dams noted in their inspection that the fabriform required repair.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve Bid No. 2086-A, Kedron Dam Fabriform Repairs, to the Helix Group in the amount of \$86,159.60 to repair degraded concrete that reinforces the integrity of Kedron Dam.

## If this item requires funding, please describe:

Funding in the amount of \$86,160 is available in 50541017 522230.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
[www.fayettecountyga.gov](http://www.fayettecountyga.gov)

To: Steve Rapson

Through: Ted L. Burgess *B*

From: Natasha M. Duggan *N*

Date: April 14, 2022

**Subject: Contract #2086-A: Kedron Dam Fabriform Repairs**

The Purchasing Department issued Request for Quotes #2086-A to secure a contractor to repair degraded concrete that reinforces the integrity of Kedron Dam. Notice of the opportunity was emailed to 44 companies. Another 718 were contacted through the web-based Georgia Procurement Registry, who had registered under commodity code #91362 (Construction, Concrete, Pour-in-place, Form, Place, Finish), #95939 (Dam and Levee Construction, Maintenance, Management and Repair), and #98814 (Erosion Control Services). The offer was also advertised through Georgia Local Government Access Marketplace.

Four (4) Companies submitted quotes (Attachment 1).

The Water System recommends awarding to the lowest responder Helix Group, Inc. A Contractor Performance Evaluation is attached (Attachment 2).

Specifics of the proposed contract are as follows:

<b>Contract Name</b>	#2086-A: Kedron Dam Fabriform Repairs	
<b>Contractor</b>	Helix Group, Inc.	
<b>Type of Contract</b>	<b>Repair Service</b>	
<b>Contract Amount</b>	\$86,159.60	
<b>Budget:</b>		
Fund		
Org Code	50541017	Water Utility Services
Object	522230	Repair & Maintenance Services
Project	n/a	
Available	\$87,160.43	As of 4/1/2022

RFQ #2086-A: Kedron Dam Fabriform Repairs  
Tally Sheet

Due: 2pm, Wednesday, March 30, 2022

	Ketom Construction Co., Inc., dba Southern Preservation Systems	Cline Service Corp.	Piedmont Paving, Inc.	Helix Group
Quote, per specification	\$ 294,901.00	\$ 123,500.00	\$ 94,725.00	\$ 81,159.60
Contingency Allowance*	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00
Total Quote	\$ 299,901.00	\$ 128,500.00	\$ 99,725.00	\$ 86,159.60

\*Allowance shall only be used with prior written authorization of the County Administrator

## FAYETTE COUNTY, GEORGIA CONTRACTOR PERFORMANCE EVALUATION

Page 1

1. Use this form to record contractor performance for any contract of \$50,000 or above.
2. The person who serves as project manager or account manager is the designated party to complete the evaluation.
3. This form is to be completed and forwarded to the Purchasing Department not later than 30 days after completion or expiration of a contract. Past performance is considered on future contracts.

VENDOR INFORMATION	COMPLETE ALL APPLICABLE INFORMATION
Company Name: Helix Group, Inc.	Contract Number: 1963-B
Mailing Address: 1375 Oakley Industrial Blvd.	Contract Description or Title: Patricia Lane Culvert
City, St, Zip Code: Fairburn, GA 30213	Contract Term (Dates) From: 6/22/2021 - Present
Phone Number: 470-491-4500	Task Order Number: n/a
Cell Number: N/A	Other Reference: for award of Contract 2086-A Kedron Dam
E-Mail Address: <a href="mailto:admin@helixgroupinc.com">admin@helixgroupinc.com</a>	

### DEFINITIONS

**OUTSTANDING** – Vendor considerably exceeded minimum contractual requirements or performance expectations of the products/services; The vendor demonstrated the highest level of quality workmanship/professionalism in execution of contract.

**EXCELLENT (Exc)** - Vendor exceeded minimum contractual requirements or performance expectations of the products/services.

**SATISFACTORY (Sat)** - Vendor met minimum contractual requirements or performance expectations of the products/services.

**UNSATISFACTORY (UnSat)** - Vendor did not meet the minimum contractual requirements or performance expectations of the products and/or services; Performed below minimum requirements

### EVALUATIONS (Place "X" in appropriate box for each criterion.)

Criteria (includes change orders / amendments)	Out-standing	Exc	Sat	Un-Sat	Not Apply
1. Work or other deliverables performed on schedule			X		
2. Condition of delivered products	X				
3. Quality of work		X			
4. Adherence to specifications or scope of work		X			
5. Timely, appropriate, & satisfactory problem or complaint resolution		X			
6. Timeliness and accuracy of invoicing			X		
7. Working relationship / interfacing with county staff and citizens	X				
8. Service Call (On-Call) response time		X			
9. Adherence to contract budget and schedule			X		
10. Other (specify):					X
11. Overall evaluation of contractor performance		X			

### EVALUATED BY

Signature: <i>Christian Smith</i>	Date of Evaluation: 03-31-2022
Print Name: Christian Smith	Department/Division: Environmental Management
Title: Project Manager	Telephone No: 770-305-5410



[illegible]

# COUNTY AGENDA REQUEST

Page 14 of 37

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of staff's recommendation to approve TO 22-11 to review the existing SCADA (Supervisory Control And Data Acquisition) system and to identify SCADA system improvements at both Crosstown and South Fayette Water Treatment Plants for a not-to-exceed amount of \$141,720.

## Background/History/Details:

Both the Crosstown and South Fayette Water Treatment Plants require SCADA (Supervisory Control And Data Acquisition) system upgrades and modifications.

Currently our SCADA system is a menagerie of modern and less-than-modern system technologies (dating as far back as 1986 at Crosstown) that require upgrading to the latest plant SCADA system platforms to have a secure and fully integrated system.

Work to be completed by Arcadis will be spread over three fiscal years and involve over nine Arcadis subject matter experts and various subcontractors. Key scope of work deliverables include Project Management coordinating and oversight, SCADA consulting related to planning and technology upgrades and SCADA operational concerns, age, security and functionality. Key deliverable will include a technical memorandum for each recommended area of improvement and a detailed work description.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to approve TO 22-11 to review the existing SCADA (Supervisory Control And Data Acquisition) system and to identify SCADA system improvements at both Crosstown and South Fayette Water Treatment Plants for a not-to-exceed amount of \$141,720.

## If this item requires funding, please describe:

Funding in the amount of \$410,000 is available in CIP 507 117616 6SCAD.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval


Administrator's Approval


## Staff Notes:



**Purchasing Department**  
 140 Stonewall Avenue West, Ste 204  
 Fayetteville, GA 30214  
 Phone: 770-305-5420  
 www.fayettecountyga.gov

To: Steve Rapson

Through: Ted L. Burgess 

From: Natasha Duggan 

Date: April 14, 2022

Subject: **Contract 1867-P: Water System Engineer of Record**  
**Task Order 22-11: SCADA Improvements**

Crosstown and South Fayette Water Treatment Plants use a Supervisory Control and Data Acquisition (SCADA) system to control processes locally; monitor, gather and process real-time data; and directly interact with devices such as sensor, valves pumps, and motors. Parts of the SCADA system being used date back to 1986 and requires updating to the latest SCADA system platforms to have a secure and fully integrated system.

Arcadis U. S., Inc. currently serves as the Water System Engineer of Record. This task order will authorize Arcadis to review the existing SCADA system for current risks, operational considerations, technology implementation and identify SCADA system improvements at both the Crosstown and South Fayette Water Treatment Plants.

Specifics of the proposed contract task order are as follows:

<b>Contract Name</b>	#1867-P: Water System Engineer of Record	
<b>Task Order</b>	#22-1: SCADA Improvements	
<b>Contractor</b>	Arcadis U. S., Inc.	
<b>Not to Exceed Amount</b>	\$141,720.00	
<b>Budget:</b>		
<b>Fund</b>	<b>507</b>	<b>Water System CIP</b>
Org Code	507	
Object	117616	
Project	6SCAD	SCADA Upgrade
Available	\$410,800.83	As of 4/1/2022



Ms. Vanessa Tigert, P.G.  
 Director  
 Fayette County Water System  
 245 McDonough Road  
 Fayetteville, Georgia 30214



Arcadis U.S., Inc.  
 2839 Paces Ferry Road  
 Suite 900  
 Atlanta  
 Georgia 30339  
 Phone: 770 431 8666  
 Fax: 770 435 2666  
[www.arcadis.com](http://www.arcadis.com)

Date: March 3, 2022

Ref: Contract 1867-P Water System Engineer of  
 Record Subject: Task Order TO 22-11 SCADA Plant  
 Upgrades

Dear Ms. Tigert,

The Fayette County Water System (FCWS) has requested Arcadis to submit this proposal for a Task Order (TO) under Contract 1867-P Water System Engineer of Record to provide on-call professional services in support of their water system activities. Arcadis will leverage its expertise and knowledge in the water sector to provide technical services for FCWS.

## Background

Per the request of the Fayette County Water System (FCWS), Arcadis has developed this scope of work to provide due diligence, investigation, analysis, and the support necessary to review the existing SCADA system for current risks, operational considerations, technology implementation, and identify recommended SCADA system improvements at both the Crosstown and South Fayette Water Treatment Plants (WTP).

## Project Team

The key members of our project team are listed below. The team may vary as needed. Subject matter experts (SMEs) will engage with the permission of FCWS. Arcadis may utilize subcontractors to address specific scope elements as needed. Arcadis shall submit qualifications of subcontractors to FCWS for approval prior to initiating any subconsultant activities.

1. Aaron Capelouto, PE – Project Manager
2. Anthony Tavares – Instrument Engineer
3. Thomas Powell, PE – Principal Electrical Engineer; Subject Matter Expert
4. Ninad Deshpande - Electrical Engineer II
5. Dustin Harris, PE – Principal Water Engineer, Subject Matter Expert
6. Inna Hely, PE – Senior Control System Engineer
7. Travis Thomas, PE – Process Mechanical Engineer
8. Wiley Helm, EIT – Process Mechanical Engineer
9. Michael Diaz, PE, MS – Account Lead

## Scope of Work

Arcadis will deliver this Task Order through the completion of the tasks described in the sections below.



Ms. Vanessa Tigert, P.G.  
 Fayette County Water System  
 March 3, 2022

### **Task 1: Project Management Services**

Project Management will involve coordinating and oversight of the execution of the proposed tasks, tracking task budgets and schedules, as well as reviewing and ensuring the quality of the deliverables.

The following deliverables and services will be prepared:

1. Project Setup
2. Scope and Budget
3. Client and Internal Kick-off Meeting
4. Arcadis will hold biweekly progress meetings. An Agenda will be provided for each meeting one (1) business day prior to the meeting. Arcadis will provide minutes within seven (7) calendar days of meeting.
5. Monthly Invoicing
6. Project Closeout

### **Task 2: SCADA Consulting**

Advise and support FCWS in engineering decisions related to the planning and technology upgrades for the SCADA system is important to FCWS.

1. Identify status of desired improvements including reviewing applicability based on 2022 technology.
2. Identify SCADA concerns with immediate impact, addressing potential vulnerabilities, high priority repairs, and phasing or sequencing of implementation.
3. Provide on-demand SCADA consulting services to FCWS including review of third-party proposals, develop alternatives, technical support, troubleshooting, and as needed support to assist FCWS staff in the on-going operation of the SCADA system.

### **Task 3: SCADA Study**

We understand that reliable operation of the SCADA system is important to FCWS. As such, reviewing the system for operational concerns, age, security, and functionality will be completed.

The following deliverables and services will be prepared:

1. Gather available information and visit each site to evaluate SCADA system.
2. Prepare technical memorandum discussing each of the following topics, current condition, and identifying recommendations for improvements:
  - a. SCADA network
  - b. Historian
  - c. Reporting system
  - d. Security
  - e. Access
  - f. Technology implementation
  - g. Implementation Phasing
  - h. Draft opinion of probable costs for each recommendation
3. Facilitate workshop to discuss technical memorandum content.
4. Final consolidated Technical Memorandum incorporating above topics and workshop discussions, with decisions, supporting appendices

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Items that will be reviewed and documented within the technical memorandum as part of this study from the existing SCADA System for the FCWS Crosstown WTP and South Fayette WTP with recommended improvements include the following:

1. PLC network
  - a. Hardware applications including standardized PLC processors
    - i. Crosstown
    - ii. South Fayette
    - iii. RTU
2. Network Configuration
  - a. Network switches
  - b. Network security –
    - i. Port security
    - ii. VPN
    - iii. Internet access
  - c. Network media
  - d. Network routing – ring/spoke/linear
3. Control Panels / consoles.
4. Operator Interface
  - a. Software platform and Operating System
    - i. South Fayette – Wonderware / VT Scada
    - ii. Crosstown – Wonderware / iFix
  - b. Operator workstations
    - i. Operating system support
      1. Windows 7 (Wonderware and iFix PCs)
    - ii. OS patches
  - c. Historian functionality
    - i. ability to download data
    - ii. external media/thumb drives
  - d. Graphical uniformity
  - e. Programming standards and implementation
  - f. Identifying process information missing from SCADA that would benefit Operations.
    - i. System pressures
    - ii. Chemical treatment
    - iii. Shared data between plant
  - g. Communication between plants
  - h. Process data- tanks in service, turbidity, flows system pressures
  - i. Alarm and event management
  - j. Security Integration into SCADA –
    - i. access control video
5. Identifying installed, abandoned/unused/outdated process control equipment for removal.
6. SCADA Standards
  - a. Identify equipment, software, and application inconsistencies which if standardized would improve reliability and consistency between the two facilities.
  - b. Shared data between plants

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- c. Alarms
      - i. Alarm List
      - ii. Alarm Priority
      - iii. Event lists
  - 7. Process Video Monitoring
    - a. SCADA Integration
      - i. Impact to network bandwidth
      - ii. stand-alone locations
  - 8. Remote Access / security
    - a. Remote Terminals –30 locations - Radio-PLC-
    - b. Operator access
    - c. Vendor access
    - d. IT access
  - 9. Treatment Plant Power System
    - a. Monitoring and metering including KWH reading
    - b. Data into SCADA
    - c. Primary transformers – physical condition
    - d. SCADA Panel UPS power
      - i. South Fayette UPS locations
      - ii. Crosstown Fayette UPS locations
      - iii. Testing
  - 10. Historian
    - a. Reporting
      - i. Accuracy of data
      - ii. Convenience
      - iii. Completeness of data
      - iv. Data backup
    - b. Data Management
      - i. Archiving
      - ii. Data offload
    - c. Redundancy
    - d. Operating System
  - 11. Operator Computers
    - a. Operating System
    - b. Current and future Layout
    - c. Cord management
    - d. Equipment furniture -consoles

The technical memorandum will be prepared as draft and final versions. In the final version each recommended area of improvement will be provided with a detailed work description.

## Schedule

The Arcadis team will begin work under this TO when authorized by the FCWS. Task 2 will commence immediately and will continue for the duration of the task order. The total project duration is estimated at 18 months to provide a comprehensive review. We understand that responsiveness is critical when providing on-call

Ms. Vanessa Tigert, P.G.  
Fayette County Water System  
March 3, 2022

services. To support FCWS's overall goal to provide safe drinking water, our team will strive to quickly respond to requests and questions on this Task Order.

The approach to the task order is to provide on-going SCADA consulting when the task order is authorized, and actively participate with FCWS regularly to discuss SCADA topics. The topics listed above for the SCADA study will be incorporated into logical and organized sections for future implementation as tasks or projects.

## Budget

Compensation for the work in this Task Order will be based upon a time and materials basis using the proposed hourly rates defined in the table presented within the Contract 1867-P Water System Engineer of Record. This TO will have a not to exceed project budget of \$141,720 including travel expenses. Arcadis' personnel will track and communicate with the FCWS any changes in scope, schedule, or budget if needed as a part of the project's monthly status report. Refer to Attachment A for Engineering Fee breakdown.

## Assumptions

1. Replacement of the SCADA system or instrumentation is not included in the scope of this Task Order.
2. The project schedule provided is contingent upon Arcadis receiving documents requested within 5 business days of the request.
3. Codes and Standards
  - a. Arcadis shall adhere to federal, state, and local laws, regulations, statutes, codes, and standards.
  - b. The Engineer shall use industry standard best practices as applicable, following ISA, CISA, CSERT, and AWWA recommendations.

If you have any questions about this Task Order, please do not hesitate to contact me (770-384-6645, Aaron.Capelouto@arcadis.com). Thank you for this opportunity and we look forward to working with you and the FCWS team on this project.

Sincerely,

*Aaron Capelouto*

Aaron Capelouto, PE, MIB  
Project Manager

Arcadis U.S., Inc.



Ms. Vanessa Tigert, P.G.  
Fayette County Water System  
March 3, 2022

CC. Michael Diaz, PE, MS – Account Lead  
Thomas Powell, PE – Principal Electrical Engineer; Subject Matter Expert

## **Attachments**

Attachment A – Fee Table

Attachment B – Task Breakdown by Year Presentation

FCWS SCADA Plant Upgrades

FCWS SCADA Plant Upgrades

## ATTACHMENT A - FEE TABLE



Task Authorization TA 22-11 SCADA Plant Upgrades										
Discipline	Project Management				Electrical / I&C					
Role	PtH	Account Lead	Assistant PM	Project Assistant	SME	Engineer	Jr. Engineer	I&C Engineer		
Staff Proposed	Aaron Capelouto	Michael Diaz	Travis Thomas	L. Dickson / J. Diaz-Reynolds	Thomas Powell	Melaine Smith	Ninad Deshpande / Anthony Taveras / Wiley Helm	Imma Hely		
Labor Category	Project Engineer	Principal Engineer / Staff	Project Engineer	Project Assistant	Principal Engineer / Staff	Project Engineer	Staff Engineer	Senior Engineer		
Labor Rate (Demand Services Rate Table)	\$128.00	\$210.00	\$138.00	\$82.00	\$210.00	\$138.00	\$108.00	\$185.00		
Total Role Hours	40	20	40	40	250	290	290	240		
Total Role Percentage	40%	20%	40%	40%	32%	37%	37%	31%		
Total Hours (by Discipline)			100			780				
Hours Cost Percentage by Discipline			17%			85%				
Total Role Cost	\$5,520	\$4,200		\$2,280	\$52,500	\$31,230	\$44,400			
Labor Cost Percentage by Discipline			9%			91%				
Total Labor Cost (by Discipline)			\$12,000			\$128,220				
										ARCADIS Subtotals
										Total Hrs
										Total Cost
										\$141,720.00
TASK 1 Project Management										
1.01 Project Setup PMP / H&SP / OCP / GAD	2			4						\$604
1.02 Monthly Invoices	14			34						\$4,720
1.03 Kick-off / Closeout Meetings	8									\$2,784
1.04 Progress Meetings (monthly meetings)	12									\$4,176
1.05 Project Closeout	4			2						\$716
Sub-total Task Hours	40	20		40					100.0	\$13,000
TASK 2 SCADA Consulting										
2.01 On-site / Consulting services					100		40	40	180	\$32,720
Sub-total Task Hours					100		40	40	180.0	\$32,720
TASK 3 SCADA Study Services										
3.01 Field Investigations					24		60		84	\$11,520
3.02 Alternatives					20		64	40	124	\$18,512
3.03 Draft Tech Memo					40		74	80	194	\$31,192
3.04 Workshops					40		40	24	104	\$17,160
3.05 Final Tech Memo					16		8	64	64	\$11,624
3.06 Consulting					10		4	16	30	\$5,492
Sub-total Task Hours					150		250	200	600.0	\$95,500
Expenses (Direct Expenses will be charged at the actual cost provided prior county approval is given.)										\$500
Total Labor Cost					250		290	240	880	\$141,720.00
TOTAL	40	20		40	250		290	240	880	\$141,720.00

Scope assumptions defined in the proposal.



# Fayette County Water System – SCADA Upgrades

Task Breakdown by Year

January 31, 2022





## Meeting Objectives

1

Task Breakdown

2

Task Schedule by Year

3

Estimated Budget by Year

4

Proposed Next Steps and Action Items





## Task 2: SCADA Consulting

1. Identify status of desired improvements based on 2022 technology
2. Identify SCADA concerns; address vulnerabilities and high priority repairs; implementation sequencing
3. On-demand SCADA consulting services including technical support and troubleshooting to support FCWS

The creation of Task 2 will allow Arcadis to support FCWS with its SCADA operation starting this year.

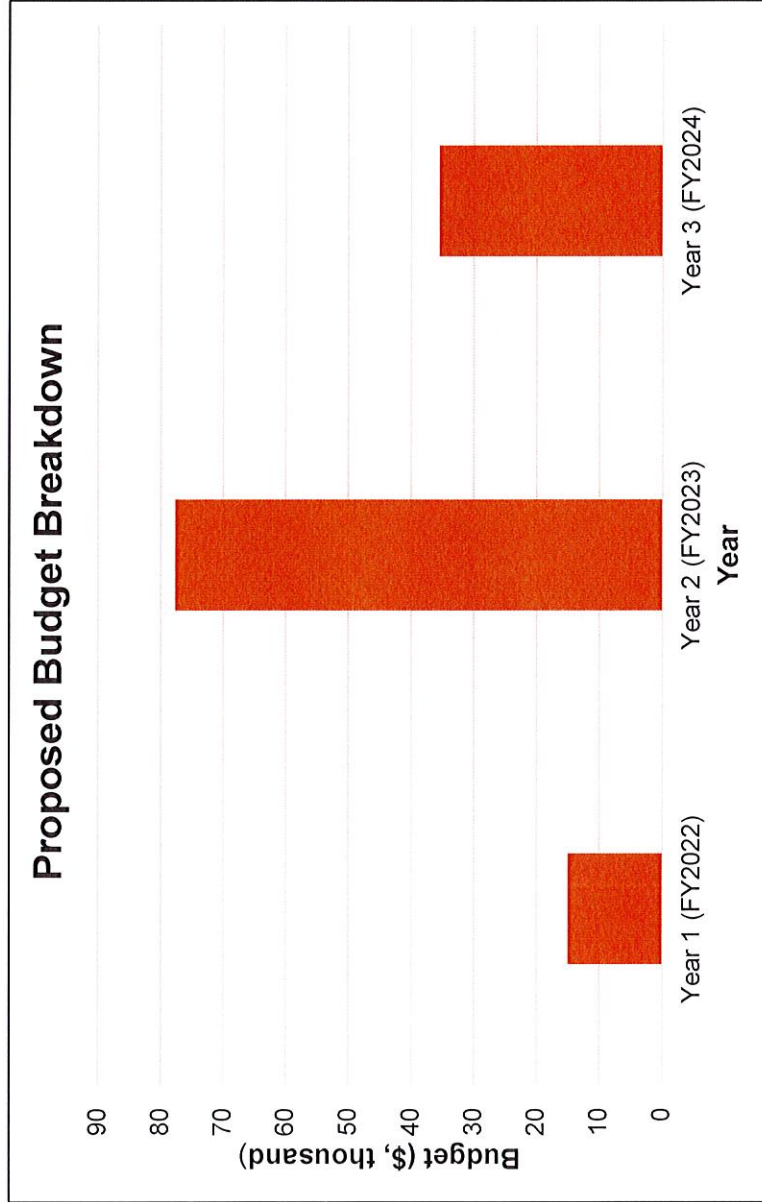
## Task 3: SCADA Study (what we previously discussed)

1. Prepare TM that discusses current condition and identifies recommended improvements:
  - a. SCADA network
  - b. Historian
  - c. Reporting System
  - d. Security
  - e. Access
  - f. Technology implementation
  - g. Implementation Phasing
  - h. Draft opinion of probable costs for each recommendation
2. Facilitate workshop discussion focusing on findings and next steps including quick wins

## Task Breakdown by Year

	FY2022	FY2023	FY2024
Task 2 – SCADA Consulting	\$15,000	\$17,720	
Task 3 – SCADA Study		\$60,000	\$35,500

## Budget Breakdown by Year





## Next Steps and Action Items

- Arcadis to submit proposal including fee table which will show work spread out over three different calendar years (2022, 2023, 2024)
- FCWS to list priority SCADA items so that Arcadis can hit the ground running:
  - Updating hardware HMI (iFix) at Crosstown WTP
  - **Heading towards VTSCADA – Tom to provide feedback on decision (capabilities, reporting, report writing, install Excel reporter – report writing app)**
  - Joe showed Susan a report yesterday
  - Project with ICS to upgrade iFix software to VT SCADA and replace existing computers to Windows 10. ICS will write 2-page proposal with a fee and he is ready to go. Arcadis needs to review and make sure we agree with what is being proposed. Two computers – 1 in control room and 1 in Plant Manager's office. **How to handle ICS down the road? Vested interest in Filter Magic. ICS would be included as vendor for Filter consoles at both WTPs?**
  - Want to get done in the next 4 months (low hanging fruit)
  - Eventual hardware updates at Crosstown WTP
  - Small project at Lake Kedron RWPS (going out for bids this week) – integrate new valve actuator into SCADA so outlet valves can be opened and closed
  - Discussion on pressure sensors
  - Had vendor install chlorine gas detector at South Fayette WTP
  - Permanganate – any new feed system will have a SCADA component
  - Flow monitoring waste to lagoon (eventually)

# Questions?

# COUNTY AGENDA REQUEST

Page 30 of 37

Department:

Presenter(s):

Meeting Date:

Type of Request:

## Wording for the Agenda:

Consideration of staff's recommendation to enter into an Intergovernmental Agreement between Fayette County and the Coweta County Water and Sewerage Authority to supply potable water to residents and businesses within Coweta County and to provide one-half the actual costs towards boring under Line Creek at Hwy 54, not to exceed \$425,000.

## Background/History/Details:

The draft Intergovernmental Agreement (IGA) is a result of the Interconnectivity Initiative approved by the Board of Commissioners on January 23, 2020, and by the fact that both Fayette County Water System (FCWS) and Coweta County Water and Sewerage Authority (CCWSA) wish to supply potable water to their respective residents and businesses.

This IGA will allow a line connection between FCWS and CCWSA under Line Creek on Hwy 54. FCWS will share one-half of the costs to bore under Line Creek, not exceeding \$425,000. It also establishes an 1.0 MGD average annual volume to be supplied to CCWSA not exceeding 2.0 MGD in a 24-hour period and a reciprocal wholesale rate of \$2.67/1000 gallons.

In April 2020 water availability and demand data presented to the BOC demonstrated sufficient water supply to supply wholesale potable water to the Authority. As part of the Interconnectivity Initiative, the wholesale rate was calculated with both operational and capital cost (renewal and replacement) components.

This connection may also serve Fayette County in an unforeseen future emergency.

## What action are you seeking from the Board of Commissioners?

Approval of staff's recommendation to enter into an Intergovernmental Agreement between Fayette County and the Coweta County Water and Sewerage Authority to supply potable water to residents and businesses within Coweta County and to provide one-half the actual costs towards boring under Line Creek at Hwy 54, not to exceed \$425,000.

## If this item requires funding, please describe:

Funding in the amount of \$500,000 is available in CIP 507 22WSF.

Has this request been considered within the past two years?

If so, when?

Is Audio-Visual Equipment Required for this Request?\*

Backup Provided with Request?

**\* All audio-visual material must be submitted to the County Clerk's Office no later than 48 hours prior to the meeting. It is also your department's responsibility to ensure all third-party audio-visual material is submitted at least 48 hours in advance.**

Approved by Finance

Reviewed by Legal

Approved by Purchasing

County Clerk's Approval

Administrator's Approval

## Staff Notes:

**STATE OF GEORGIA****COUNTY OF FAYETTE**

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
COWETA COUNTY WATER & SEWERAGE AUTHORITY AND  
FAYETTE COUNTY, GEORGIA FOR WATER SUPPLY**

THIS AGREEMENT entered into the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between COWETA COUNTY WATER & SEWERAGE AUTHORITY, a body politic of the State of Georgia (hereinafter, the “Authority”) and FAYETTE COUNTY, GEORGIA, a political subdivision of the State of Georgia, acting by and through its Board of Commissioners (hereinafter, the “County”), collectively referred to as “Parties.”

**RECITALS**

**WHEREAS**, the Authority owns and operates the Coweta County Water System which serves as the potable water system for residents and businesses in Coweta County, Georgia (hereinafter, the “Coweta Water System”); and

**WHEREAS**, the County owns and operates the Fayette County Water System which serves as the potable water system for residents and businesses in Fayette County, Georgia (hereinafter, the “Fayette Water System”); and

**WHEREAS**, the Authority and the County desire to enter into a water supply agreement in furtherance of their operations to provide potable water to the residents and businesses within their respective jurisdictions.

**NOW, THEREFORE**, in consideration of the mutual covenants and benefits flowing between the Parties as set forth more fully below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as

follows:

## **ARTICLE 1.**

### **LEGAL AUTHORITY**

The County and the Authority are authorized to enter into an intergovernmental agreement in accordance with the authority granted by Article IX, Section III, Paragraph I of the 1983 Constitution of the State of Georgia. Each of the Parties herein covenants that it has the requisite legal authority to provide the services, perform the functions, and otherwise do all things necessary, convenient, and expedient to carry out the obligations and responsibilities herein set forth, either expressly or by implication.

## **ARTICLE 2.**

### **OBLIGATIONS OF THE COUNTY**

2.1 Line Extension. The County shall provide the line extension and all associated infrastructure to extend the Fayette Water System to the Coweta County/Fayette County, Georgia line located on Highway 54 at Line Creek. The County shall provide any infrastructure needed to supply water to, and to receive water from, the Authority. The County shall maintain the line extension and all associated infrastructure located in Fayette County. The County shall contribute one-half (50/50) of the actual cost towards the boring under Line Creek at Highway 54 (hereinafter, the “Connection Area”), but in no event shall the County’s contribution exceed \$425,000.

2.2 Cost. Should the County request water from the Authority, the County shall pay the Authority’s wholesale rate or \$2.67 per one thousand (1,000) gallons, whichever is less, to the Authority for any water received by the County and shall be billed on a monthly basis.



2.3 Access. The County shall provide the Authority with twenty-four hour, seven days a week water supply at an average annual volume of 1.0 MGD to the Connection Area for water supply.

### **ARTICLE 3.**

#### **OBLIGATIONS OF THE AUTHORITY**

3.1 Line Extension. The Authority shall provide the line extension and any associated infrastructure to extend the Coweta Water System to the Coweta County/Fayette County Georgia line located on Highway 54 at Line Creek. The Authority shall provide any infrastructure needed to receive water from, and supply water to, the County. The Authority shall maintain the line extension and all associated infrastructure located in Coweta County. The Authority shall provide for the boring under Line Creek at Highway 54, which is separate from the line extension referenced in Section 2.1 above and this Section 3.1. The Authority shall pay all costs for the boring under Line Creek and understands that the County will contribute one-half of the amount of those costs. However, the Authority understands that the County's contribution is capped at \$425,000.

3.2 Cost. The Authority shall pay the wholesale rate of \$2.67 per 1,000 gallons of water to the County for any water received from the Fayette Water System and shall be billed on a monthly basis.

3.3 Access. The Authority shall provide the County with water up to an average annual volume of 1.0 MGD, if requested by the County. The Authority shall agree to take an average annual water volume of 1.0 MGD (365 million gallons annually). However, the Authority shall not draw a volume of water from the County in excess of 2.0 MGD in any

twenty-four hour period. The Authority may submit a written request for an additional average annual volume of 1.0 MGD at any time during the Initial Term or any Renewal Term, as those terms are defined herein. It will be up to the County to determine whether or not any volume of water above the 1.0 MGD is available for the Authority to purchase.

#### **ARTICLE 4.**

##### **TERMINATION**

This Agreement shall terminate unless either Party provides written notice during the Initial Term or any Renewal Term, as the case may be, as those terms are defined herein, at least ninety (90) days prior to the end of the Initial Term, or the Renewal Term, of this Agreement.

#### **ARTICLE 5.**

##### **TERM**

The term of this Agreement shall be five (5) years (the “Initial Term”). This Agreement may be renewed for an additional term of one (1) year (a “Renewal Term”). A Renewal Term is not automatic. Should either Party provide written request for a Renewal Term, such written request must be received by the other Party at least ninety (90) days prior to the end of the Initial Term, or any Renewal Term, as the case may be. The other Party may agree to the Renewal Term by providing written confirmation of agreement within ten (10) days of receiving the written request. Any subsequent Renewal Term, if any, may be renewed under the same terms and conditions as the original Renewal Term. The total duration for the Initial Term and subsequent consecutive Renewal Terms shall not exceed fifty (50) years.

## ARTICLE 6.

### RATE

The rate that the County shall charge for the water supply shall be billed monthly at \$2.67 per one thousand (1,000) gallons. The rate that the Authority shall charge for the water supply shall be billed monthly at \$2.67 per one thousand (1,000) gallons, or the Authority's wholesale rate, whichever is less.

## ARTICLE 7.

### MISCELLANEOUS

7.1 Emergency. If either Party is confronted by an emergency event or stoppage over which they have no control, it is understood and agreed that this Agreement does not obligate either Party to guarantee continuity of water service, or the delivery of any specific quantity of water.

7.2 Damage. Neither Party will be liable for any failure, interruption or shortage of water, or any loss or damage resulting therefrom.

7.3 Water Restriction. If either Party, in its discretion, institutes water restrictions, the receiving Party must also institute the same or more severe restrictions for water conservation to the same degree as the most restrictive provider's restrictions to the initiating water restriction entity.

7.4 Indemnity. To the extent provided by law, the Authority and the County shall each indemnify, defend and hold the other harmless from and against all claims, losses, liabilities, damages, costs, and expenses (including reasonable attorneys' and consultants' fees, costs and expenses) (collectively "Losses") arising from the indemnifying Party's breach of any

term or condition of this Agreement or from the negligence or misconduct of the indemnifying Party or its agents, employees or contractors. The duties described in this Paragraph shall apply as of the effective date of this Agreement and survive the termination of this Agreement.

7.5 Severability. If any provision of this Agreement is invalid or unenforceable with respect to any Party, then the remainder of this Agreement, or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall remain valid and enforceable to the fullest extent permitted by law; if fulfillment of any provision of this Agreement, or performance of any transaction related hereto, at the time such fulfillment or performance shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled or performed shall be reduced to the limit of such validity.

7.6 Binding Effect. This Agreement shall be binding on and inure to the benefit of the respective party's successors and permitted assignees.

7.7 Governing Law. This Agreement shall be construed by the laws of the State of Georgia. The Authority and the County consent to the venue and jurisdiction of the Superior Court of Fayette County, Georgia.

7.8 Captions and Recitals. The captions and recitals of this Agreement are to be construed as part of this Agreement.

7.9 No Waiver. No provision of this Agreement shall be deemed to have been waived by either Party unless the waiver is in writing and signed by the Party against whom enforcement is attempted, nor shall a waiver by a Party of any right hereunder at any given time be deemed a waiver thereof for any other time.

7.10 Notice. Any notice required to be given in this Agreement will be made to the address of other parties set forth below:

County:

County Administrator  
Fayette County, Georgia  
140 Stonewall Avenue West, Suite 100  
Fayetteville, Georgia 30214

Authority:

CEO  
Coweta County Water & Sewerage Authority  
545 Corinth Road  
Newnan, Georgia 30263

**IN WITNESS WHEREOF**, the County and Authority have executed this Agreement as of the date first above written.

COWETA COUNTY WATER & SEWERAGE  
AUTHORITY  
by:

BOARD OF COMMISSIONERS OF  
FAYETTE COUNTY, GEORGIA  
by:

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
LEE HEARN, Chairman

ATTEST:

ATTEST:

\_\_\_\_\_

\_\_\_\_\_  
Tameca P. Smith, County Clerk

[SEAL]

[SEAL]